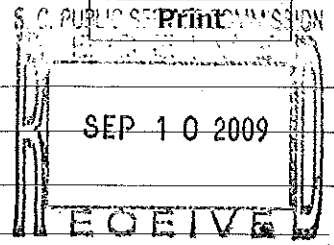




2009-384-E 219045  
RECEIVED

Complaint Form

SEP 10 2009



Date: September 8, 2009

Complainant or Legal Representative Information:

\* Required Fields

Name \* Paul Spies

Firm (if applicable)

Mailing Address \* 1927 Enclave Drive

City, State Zip \* Mount pleasant, SC 29464

Phone \* 843-849-3048, 843-856-4370

E-mail \* dps@multiplastics.com

Name of Utility Involved in Complaint: \* SCE&G

Type of Complaint (check appropriate box below.) \*

- ☒ Billing Error/Adjustments ☐ Deposits and Credit Establishment ☐ Wrong Rate ☐ Refusal to Connect Service  
☐ Disconnection of Service ☐ Payment Arrangements ☐ Water Quality ☐ Line Extension Issue  
☐ Service Issue ☐ Meter Issue  
☒ Other (be specific) Billing of street lighting charges when there is no valid street lighting agreement for service address.

Have you contacted the Office of Regulatory Staff (ORS)? \* ☒ Yes ☐ No

Name of ORS Contact: Rogers, Stacy [srogers@regstaff.sc.gov]

Concise Statement of Facts/Complaint: \* (This section must be completed. Attach additional information to this page if necessary.)

I have had SCE&G service since 1997, account # Service address is inside the town limits of Mt. Pleasant, where there are several street lights, paid for thru the franchise fee that is collected from residents on our electric bills.

SCE&G claims there is a street lighting agreement. (see Attached) As you can see there is not a valid agreement here. Agreement is between SCE&G and BLANK. Further, there has been no consideration exchanged between blank and SCE&G. (thus no contract)

(Section one) of alleged agreement - Developer agrees to give formal notification --- There is nothing contained in the restrictive covenants about street lights. There has never been any notification given (formal or informal) about street lighting charges. (Section two) there has never been a liaison between residence and Company.

Attached is copy of tariff forwarded by ORS on availability --- second sentence --- Residents must first execute agreement. There has been no agreement executed for this service address.

Charges for street lighting appeared on my bill in 2006 (nine years after the purchase of home) charges were then removed by SCE&G.

ORS has been unable to supply me any written documentation that these are valid charges for this service address. Attached are all correspondences from ORS. (ORS will not address the fact that there is not a valid agreement)

wrongful charges have now reappeared on my Bill.

Relief Requested: \* (This section must be completed. Attach additional information to this page if necessary.)

The proper relief requested is that the charges and interest be removed from the bill for this service address.

Further an explanation of the relationship of ORS and SCE&G and their reluctance to solve an issue without waiting for an attorney from SCE&G and his comments.

RECEIVED

SEP 14 2009

PSC SC  
DOCKETING DEPT.

COPY  
Posted: de  
Date: 9-11-09  
Time: 1232pm

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF Charleston )

VERIFICATION

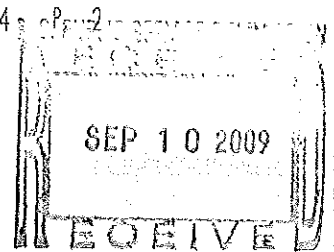
I, Paul Spies verify that I have read my complaint filed on 09/08/2009  
Complainant's Name \* Date \*  
and know the contents thereof, and that said contents are true. Paul Spies  
Complainant's Signature \*

Internal Use Only

Processed By	Date
H.E.	

Jul. 8. 2009 8:07AM

No. 0554



STREET LIGHTING AGREEMENT  
BETWEEN  
SOUTH CAROLINA ELECTRIC & GAS COMPANY

Developer and/or Owner

Name of Development The Enclave at Longpoint

Type (Subdivision, Apartment Complex, Mobile Home Park) Subdivision

Location Off Longpoint Road, Mt. Pleasant

Initial number of lots or dwelling units 117, ultimate 117

Initial number of lights to be installed 19, ultimate 19

Type lights 7500 Mercury Vapor Traditional Orn. (all use 7500 lumen mercury vapor lamps)

Type of pole or standard Black Fiberglass, type wiring Underground

Applicable monthly charge, each residential account Rate 01, \$1.22

This agreement is entered into by Company and Developer for purpose of achieving an orderly street and/or area lighting for the above residential development. Lights will be installed in proportion to anticipated revenue, in accordance with attached Developer approved lighting layout. Additional lights will be installed as development grows, at mutually agreed upon locations.

In consideration for service rendered, and revenue received;

Developer agrees to:

1. Give formal notification to all purchasers or tenants who will become Customers of the Company that there is a proportional monthly charge for lighting service. This can best be accomplished through restrictions and covenants or deeds, by including a statement to the affect: "Each resident will be assessed a proportional monthly charge for street lighting service, as prescribed by the South Carolina Public Service Commission."
2. Serve in a liaison capacity between residence and Company in all matters pertaining to affected lighting.

Company agrees to:

1. Initially install lights in active portion of development, at mutually agreeable locations.
2. Add lights at such time that development warrants, and after revenue required for initial installation has been reasonably satisfied. Developer will normally be expected to make request for the additional lights.
3. Bill residents and/or tenants for the lighting service.

This agreement becomes effective upon execution by both parties, and shall transfer to the successors and assigns of either party.

Developer Representative

W. B. [Signature]

Title [Signature]

Date 12-7-99

Company Representative

[Signature]

Title Sec. Rep. Cust. Serv. Eng.

Date 11/29/99

## Paul Spies

---

**From:** Rogers, Stacy [srogers@regstaff.sc.gov]  
**Sent:** Monday, July 27, 2009 9:35 AM  
**To:** Paul Spies  
**Subject:** RE:

Mr. Spies,

We are currently reviewing your complaint. When we have completed the investigation we will be back in contact.

Thank you,  
Stacy

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**From:** Paul Spies [mailto:DPS@Multiplastics.com]  
**Sent:** Monday, July 27, 2009 8:06 AM  
**To:** Rogers, Stacy  
**Subject:** FW:

Good Morning Stacey,

Mr. Campbell was going to forward the Public service commission contact information,  
And he was going to contact counsel and get back to me.  
I have not received any response.  
Can you find out the info and respond to me?

Thanks  
Paul Spies

---

**From:** Paul Spies  
**Sent:** Tuesday, July 14, 2009 9:36 AM  
**To:** 'Rogers, Stacy'  
**Cc:** 'PMORRISON@scana.com'  
**Subject:** RE:

I have received a letter this am from sceg.  
Further, I have emailed back to sceg requesting the contract that I was told would be sent.  
I have now just received a copy of the developers contract.  
In briefly reading this document, I am not bound to pay for the street lighting in the Enclave Subdivision.

I was given no notice of this , there are no covenants or restrictions on any street lights, there is nothing tied to the deed on the property. There is not a street light on the property.  
I did not authorize anyone to enter into a contract with SCEG for me.

It is unfortunate that SCEG and the developer did not abide by the terms of their contract.  
Regardless,  
I do not owe for this charge.

So the results of direct contact is not acceptable.

Please pursue to forward me info.

Thank you in advance ,  
Paul Spies

---

**From:** Rogers, Stacy [mailto:srogers@regstaff.sc.gov]  
**Sent:** Tuesday, July 14, 2009 9:12 AM  
**To:** Paul Spies  
**Subject:** RE:

Mr. Spies,

After we discussed the issue, we contacted SCE&G. We were informed that SCE&G's attorneys were going to contact you. Has that contact been made?

The Office of Regulatory Staff has not sent you the information we discussed as we were waiting to receive the results from SCE&G's direct contact with you on this matter.

Thanks,  
Stacy

---

**From:** Paul Spies [mailto:DPS@Multiplastics.com]  
**Sent:** Tuesday, July 14, 2009 8:51 AM  
**To:** Rogers, Stacy  
**Subject:** FW:

Good Morning Stacey,

Last week we had a conversation with your group.(Mr. Campbell, Mr. Kirby)  
Mr. Campbell was going to forward the Public service commission contact information,  
And he was going to contact counsel and get back to me.  
I have not received any response.  
Can you find out the info and respond to me?

Thanks  
Paul Spies

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**From:** Paul Spies  
**Sent:** Tuesday, July 07, 2009 11:01 AM  
**To:** 'srogers@regstaff.sc.gov'  
**Subject:**

Hello Stacey,  
Please see attached faxed letter that we spoke about this am.  
Thank you for your assistance. Look forward to hearing back from you.  
Paul Spies  
843-856-4370--- office

C. DUKES SCOTT  
EXECUTIVE DIRECTOR

1401 Main Street, Suite 900  
Columbia, SC 29201



DAN F. ARNETT  
CHIEF OF STAFF

Phone: (803) 737-5230  
Fax: (803) 737-4750

APRIL B. SHARPE  
MANAGER OF CONSUMER SERVICES

August 21, 2009

Mr. Paul Spies  
[DPS@Multiplastics.com](mailto:DPS@Multiplastics.com)

VIA E-MAIL

Re: Consumer Services File No. 09-E-1849

Dear Mr. Spies:

This letter is in response to your complaint against SCE&G ("utility") received via telephone on July 7, 2009. Per our conversation, you dispute the utility billing you \$1.98 per month for subdivision street lighting for your residential account at 1927 Enclave Drive, Mt. Pleasant, SC. You also requested information to contact the Public Service Commission ("PSC").

Your complaint was escalated to the ORS legal staff for review. Upon the ORS' review and evaluation of your complaint, it has been determined that the utility is billing you the rate approved by the PSC for Residential Subdivision Street Lighting. Per the SCE&G tariff as approved by the PSC, the charge for Residential Subdivision Street Lighting is added to each bill rendered for residential electric service within the subdivision.

If you are not satisfied with the ORS's conclusion of your dispute, you may wish to file a petition with the PSC. To file a petition with the PSC, you must complete the PSC's complaint form available online at [www.psc.sc.gov](http://www.psc.sc.gov). The completed complaint form must then be mailed to the Public Service Commission, Post Office Drawer 11649, Columbia, South Carolina 29211.

Thank you for contacting the Office of Regulatory Staff.

Sincerely,

Stacy Rogers,  
Investigator, Consumer Services

cc: SCE&G

## Paul Spies

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**From:** Rogers, Stacy [srogers@regstaff.sc.gov]  
**Sent:** Wednesday, September 02, 2009 4:45 PM  
**To:** Paul Spies  
**Cc:** KLATT, MARSHA H  
**Subject:** RE: Complaint response

Mr. Spies,

I am in receipt of your email sent on September 1, 2009. The Office of Regulatory Staff provided you with the response via email on September 1, 2009. By that email, you were also advised of the availability of filing a petition with the PSC. If you are not satisfied with the results of the investigation through the ORS, you may file a petition with the PSC by completing the PSC's complaint form available online at [www.psc.sc.gov](http://www.psc.sc.gov). Instructions on completing the complaint form and submitting it to the PSC are available with the form on the PSC's website.

Sincerely,

Stacy Rogers  
Investigator, Consumer Services

---

**From:** Paul Spies [mailto:DPS@Multiplastics.com]  
**Sent:** Tuesday, September 01, 2009 4:12 PM  
**To:** Rogers, Stacy  
**Cc:** KLATT, MARSHA H  
**Subject:** RE: Complaint response

Hello Stacy,

I have received your email.

Again, the second sentence of your attachment( Residents must first execute an agreement)

There is no valid agreement that has been executed.

So, there is no way that the ORS can find that the billing is consistent with the above referenced tariff.( there is no agreement)

The charges are wrong and the regulatory staff needs to alert sceg that they have not complied with the above referenced tariff.

Sincerely,  
Paul

**From:** Rogers, Stacy [mailto:srogers@regstaff.sc.gov]  
**Sent:** Tuesday, September 01, 2009 4:00 PM  
**To:** Paul Spies  
**Cc:** KLATT, MARSHA H  
**Subject:** RE: Complaint response

Dear Mr. Spies,

I am in receipt of your comments in reply to the ORS' response to your complaint against SCE&G ("the company"). Again I must reiterate that SCE&G has stated that it is charging your account at 1927 Enclave Drive, Mt. Pleasant, SC in conformity with its Residential Subdivision Street Lighting tariff (see attachment). The Office of Regulatory Staff ("ORS") found the company's billing your account for subdivision street lighting to be consistent with the above referenced tariff. The ORS does not have the authority to order SCE&G to stop charging your account for the subdivision street lighting. If you continue to dispute the charges you may file a petition with the PSC. To file a complaint with the PSC you can access its on-line complaint form at <http://www.psc.sc.gov/>.

Sincerely,

Stacy Rogers  
Investigator, Consumer Services

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**From:** Paul Spies [mailto:DPS@Multiplastics.com]  
**Sent:** Monday, August 24, 2009 12:46 PM  
**To:** Rogers, Stacy  
**Cc:** KLATT, MARSHA H  
**Subject:** RE: Complaint response

Good Afternoon Stacy,

I understand that ORS legal staff has determined that the rate billed for street lighting is the rate approved by the PSC.

This is not the issue.

The issue is there is not a valid street lighting Agreement for the residential account at 1927 enclave drive, Mt. Pleasant, SC.

The agreement that SCEG has on file, the one they have forwarded to me, is an agreement between SCEG and NO ONE.

Again, I did not order street lighting, I did not authorize any one to order street lighting for me, I received no notices of street lighting when property was purchased, and there is nothing about street lights in our restrictive covenants.

Paul

---

**From:** Rogers, Stacy [mailto:srogers@regstaff.sc.gov]  
**Sent:** Friday, August 21, 2009 11:48 AM  
**To:** Paul Spies  
**Cc:** KLATT, MARSHA H  
**Subject:** Complaint response

Please see attached response.

Stacy Rogers  
South Carolina Office of Regulatory Staff  
Consumer Services Division  
[srogers@regstaff.sc.gov](mailto:srogers@regstaff.sc.gov)  
Phone: (803) 737-5233  
Fax: (803) 737-4750



## RESIDENTIAL SUBDIVISION STREET LIGHTING

## AVAILABILITY

Available to residential subdivisions located on the Company's distribution system. Residents of established subdivisions must first execute a street lighting agreement with the Company. This rate schedule is not available for lighting parking lots, shopping centers, other public or commercial areas or the streets of an incorporated municipality nor if other lighting options are available for new residential subdivisions.

## RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's overhead distribution system will be charged for at the following rates:

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

Bracket Mounted Luminaries			Lamp Charges	
1 light per 8 customers or fraction thereof			per Month	
9,000 Lumens	(MH) (100W)	Closed Type	\$ 1.97	per customer
15,000 Lumens	(HPS) (150W)	Open Type	\$ 2.09	per customer
15,000 Lumens	(HPS) (150W)	Retrofit	\$ 2.09	per customer

The following metal halide fixtures are available for new installations only to maintain pattern sensitive areas:

1 light per 4 customers or fraction thereof				
9,000 Lumens	(MH) (100W)	Closed Type	\$ 3.95	per customer
1 light per 3 customers or fraction thereof				
9,000 Lumens	(MH) (100W)	Closed Type	\$ 5.26	per customer
1 light per 2 customers or fraction thereof				
9,000 Lumens	(MH) (100W)	Closed Type	\$ 7.90	per customer

All night street lighting service in subdivisions being served from Company's underground distribution system:

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

Post-Top Mounted Luminaries			Traditional Lamp Charges per Month	Modern Lamp Charges per Month	Classic Lamp Charges per Month
1 light per 6 customers or fraction thereof					
9,000 Lumens	(MH) (100W)		\$ 3.78	\$ 3.78	\$ 4.45 per customer
15,000 Lumens	(HPS) (150W)	Retrofit	\$ 3.88	\$ 3.88	\$ 4.58 per customer
1 light per 4 customers or fraction thereof					
9,000 Lumens	(MH) (100W)		\$ 5.67	\$ 5.67	\$ 6.67 per customer
15,000 Lumens	(HPS) (150W)	Retrofit	\$ 5.82	\$ 5.82	\$ 6.87 per customer

The following fixture is available for new installations only to maintain pattern sensitive areas:

1 light per 6 customers or fraction thereof				
9,500 Lumens	(HPS) (100W)	Traditional	\$ 3.88	per customer

Effective January 2009, selected existing light sets will no longer be available for new installations. Replacement light sets will only be available until inventory is depleted and will be replaced on a first-come, first-served basis. Affected lights are as follows:

Open Type Globe - 1 light per 8 customers or fraction thereof				
7,500 Lumens	(Mercury) (175W)	Open Type	\$ 1.98	per customer
7,500 Lumens	(Mercury) (175W)	Closed Type	\$ 2.27	per customer

Open Type Globe - 1 light per 4 customers or fraction thereof				
7,500 Lumens	(Mercury) (175W)	Open Type	\$ 3.97	per customer
7,500 Lumens	(Mercury) (175W)	Closed Type	\$ 4.53	per customer

Open Type Globe - 1 light per 3 customers or fraction thereof				
7,500 Lumens	(Mercury) (175W)	Open Type	\$ 5.29	per customer
7,500 Lumens	(Mercury) (175W)	Closed Type	\$ 6.04	per customer

Open Type Globe - 1 light per 2 customers or fraction thereof				
7,500 Lumens	(Mercury) (175W)	Open Type	\$ 7.94	per customer
7,500 Lumens	(Mercury) (175W)	Closed Type	\$ 9.06	per customer

Post-Top Mounted Luminaries			Traditional Lamp Charges per Month	Modern Lamp Charges per Month	Classic Lamp Charges per Month
1 light per 6 customers or fraction thereof					
7,500 Lumens	(Mercury) (175W)		\$ 3.79	\$ 3.79	\$ 4.46
1 light per 4 customers or fraction thereof					
7,500 Lumens	(Mercury) (175W)		\$ 5.69	\$ 5.69	\$ 6.69

Effective For Bills Rendered On And  
After The First Billing Cycle Of May 2009

**RESIDENTIAL SUBDIVISION STREET LIGHTING****MINIMUM CHARGE**

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

**ADJUSTMENT FOR FUEL AND VARIABLE ENVIRONMENTAL COSTS**

Fuel costs of \$.03621 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by the Public Service Commission of South Carolina.

**STORM DAMAGE COMPONENT**

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

**SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

**PAYMENT TERMS**

All bills are net and payable when rendered.

**TERM OF CONTRACT**

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by either party on thirty days' written notice, but the Company may require a contract of initial term up to ten (10) years and may require an advance deposit not to exceed one half of the estimated revenue for the term of the initial contract. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

**SPECIAL PROVISIONS**

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

**GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.